

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6029

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INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
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01/17/07

ADDENDUM NO. 1**Invitation for Bids 08A1450****Water Treatment Operation and Testing Services****IMPORTANT NOTICE**

The purpose of this Addendum is to provide additional information to the Invitation for Bid Package for the above contract number:

Questions and Answers

Q 1. There is a requirement for a payment and performance bond. SOS does not see the need for either of these bonds. Who are we bonding for payment? SOS is the prime contractor and there will be no subcontractors. Additionally, SOS does not see the need for the performance bond for a service contract, as the service work is done on a monthly basis and at the most Cal Trans is at risk for one month's work.

This is the primary type of work done by SOS and in the conduct of over \$ 10 MM of work since SOS began over 15 years ago, we have never been required to post a performance or payment bond on contracts over 10 times the size of this contract. Additionally, SOS has been doing this types of contracts for Cal Trans on these types of projects for the last 10 years, we are currently conducting a contract for Cal Trans Division 8 and no bonds are or have ever been required for this type of work.

A 1. This solicitation/contract is independent o other contracts you might have with the Department. The Public Contract Code an State Contracting Manual, Chapter 10, require that public works contract solicitations require bid, payment and performance bonds. The scope of work in this solicitation for public repairs to State facilities involves public works. Therefore, the Department must require bond in this solicitation. Bidders are directed to the bond requirements in the solicitation's paragraph #9, Bonds, and attachment 10 Proposed Form of Agreement Exhibit D, paragraph #7.

Q 2. The bid requires a Bid Bond for a minimum of 10 % of the bid price. SOS has never been asked or required to submit such a bid bond for service work of the nature required for this contract, and we see no need for a Bid Bond. There is no risk to Cal Trans and this provision was recently waved by CalTrans on a bid submitted to District 1 for wash rack maintenance.

A 2. See Question and Answer #1

Q 3. Which of the following chemicals/materials are used at the each site and how much of each chemical is used per month or per year

A3.

3a) Filters - Will be replaced per the operations manual

3b) salt - As needed

3c) Sodium Bisulfite - As needed

3d) calcium carbonite - As needed

3e) chlorine - As needed

Q4. Exhibit A for Brookside/Whitewater indicates that chlorine NSF Title 60 is required – What is Chlorine NSF title 60?

A 4. ANSI/NSF61- Commonly called the indirect additives standard, with ANSI/NSF60 the direct additive standard. A direct additive is a material that intentionally added to the water like chlorine, polyphosphates, etc, An indirect additive is a substance that's unintentionally added to drinking water through contact with a material used to transport the water to its final destination. ANSI/NSF61 specifically exempts point-of-entry and point-of-use DWTUs because they are addressed in the ANSI/NSF DWTU standards.

Q 5. Exhibit A for Brookside/Whitewater indicates that a drum of liquid chlorine shall be reordered when needed. How large is the drum, are there any steps and or unpaved areas to cross, and will Caltrans personnel be available to receive the drum when it is delivered?

A 5 The drum holds approx. 10 gallons. Refilled from gallons. Ratio is 1 gallon chlorine to 2 gallons distilled water.

Q 6 Is it suitable to use liquid bleach in one gallon containers to refill the drums?

A 6 Must be NSF 60 Chlorine

Q 7 What are the flow rates at each of the four sites?

A 7 Flow rate information is in the operation manual and varies according to usage.

Q 8 What are the water treatment processes at each site?

A 8. As stated in Exhibit A for each site under Scope of Work

Q 9. What is the current contract amount and term?

A 9. One year contract - \$88,860.00

Q 10. Who is the current contractor, where are they located and how long have they been doing the maintenance?

A 10. Aquarion Operating Services - Since 2004 that I am aware of.

Q 11. The RFP is unclear as to who is required to have the Grade II Treatment Plant Operator Certificate. If the Contractor has on staff a responsible managing authority who is licensed as a Grade II Treatment Plant Operator, then can service individuals who do not have the

certificate work under his direction without him being personally on-site but available by phone or can come to the site in an emergency except for the service of the Reverse Osmosis System?

A 11. The contract states (Page 2 of 2, Exhibit E 2A) "The Contractor or the technician performing the work must possess at least a valid Grade II Water Treatment Plant Operator Certificate issued by the California State Department of Health Services Southern California Branch Drinking Water Field Operations.

Q 12 Can you specify what is the proper license for servicing and repairing a Reverse Osmosis System? To our knowledge, the Class II Treatment Operator Certificate would suffice.

A 12. No, you must have the following:

As stated in the Contract, Page 2, Section 2A, - "The contractor shall be properly licensed in accordance with the laws of the State of California, and shall possess a Class A, B, or C-10 and C-55.

The A, B, or C-10 and C-55 are required by the State of California, (Contractor's State License Board). The Class II Treatment Operator Certificate is in addition and required by the State of California, Department of Health.

Q 13. Can any portion of this work be done on Saturday's provided that there is no overtime charge?

A 13. Service twice per week. Does not restrict the two days chosen.

Q 14. There is a conflict in the Scope in regards to EMERGENCY Call outs. Page 2 of Exhibit A, Cactus City paragraph, specifies a response within 3 hours while Page 4 of the same exhibit Section 8, specifies an 8 hour response time. Which is correct? As we are located in Riverside, California close to the 60fwy, we believe that 3 hours is unfair to expect for a response in By the and we are most likely the closest

A 14. Page 2 Exhibit A, Scope of Work - "Contractor must respond within 3 hours (be in route, make arrangements with Caltrans Representative, etc).

Page 4 Exhibit A, 8, Additional Call Out Services - "Contractor will respond to the Facility within 8 hours" (Be at the facility within 8 hours)

The following language has been added to attachment 10 Proposed Form of Agreement Exhibit B

Materials/Supplies

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to the Department.

Note: All other terms and conditions for the Invitation for Bid, shall remain the same.

Ehite Gebre
Service Contract Analyst
(916) 227-6029

The following is the Table of Contents for the Internet Bid Package documents.

08A1450a.doc	Invitation for Bid, 21 pages
08A1450b.doc	Small Business Subcontracting Preference Form for Non-Small Businesses, 1 page
08A1450c.doc	Bidder's Bond , 1 of page
08A1450d.doc	Payee Data Record 2 of pages
08A1450e.doc	Sample Standard Agreement, 28 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN
ADDRESS

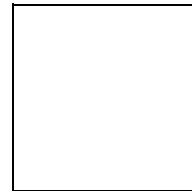
Agreement No. 08A1450

Bid Due Date: 01/23/07

Bid Due Time: 2:15 P.M.

Bid Opening Time: 2:30 P.M.

Attn: Ehite Gebre



Department of Transportation, MS-65
Division of Procurement and Contracts
1727 30th Street
Sacramento, CA 95816-7006

DEPARTMENT OF TRANSPORTATION**ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

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INTERNET <http://caltrans-opac.ca.gov>*Flex your power!
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INVITATION FOR BID (IFB)
IFB # 08A1450
Notice to Prospective Contractors

You are invited to review and respond to this Invitation for Bid (IFB), entitled 08A1450, Water Treatment Operation and Testing Services. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone Number (916)227-6075, Fax Number (916)227-1950

This contract requires Prevailing Wages. Refer to Attachment 10, Proposed form of Agreement for requirement details.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions*, or should you need any clarifying information, the designated contact person for this IFB is:

Ehite Gebre
Department of Transportation
Telephone Number (916)227-6029
Fax Number (916)227-6158

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Ehite Gebre
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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A) Purpose and Description of Services

The Contractor agrees to provide to the Department of Transportation all the necessary labor, materials and equipment necessary to make repairs to the water treatment plumbing distribution system at four (4) Safety Roadside Rest Areas located in Riverside County.

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 10 (Exhibit A)**.

B) Bidder's Minimum Qualifications

The Contractor / subcontractor shall be properly licensed in accordance with the laws of the State of California and shall possess a valid **Class A, B or C-10 (electrical) and a C-55 (Water Treatment)** license issued by the California Contractors State License Board for the type (repair) of work specified and for the duration of the contract.

The Contractor or the technician performing the work must possess at least a valid Grade II Water Treatment Plant Operator Certificate issued by the California State Department of Health Services Southern California Branch Drinking Water Field Operations.

Bidder's Bond required at time of bid opening (10% of bid amount).

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

TBD

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	12/18/06	
Written Question Submittal	01/12/07	
Final Date and Time for Bid Submission	01/23/07	2:15 PM
Bid Opening	01/23/07	2:30 PM
Proposed Award Date (estimate)	2/1/07	

2. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 01/12/07

- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No.08A1450. Questions must be sent to the following address:

MAILED OR FAXED TO:
Fax No.: (916) 227-6158

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Ehite Gebre
1727 30th Street
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Employment of Undocumented Aliens

No state agency or department, as defined in Public Contract Code § 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens (PCC §6101).

5. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

6. State Prevailing Wages

State General Prevailing Wage Rates will apply for the County of San Diego as described in the attached Proposed Form of Agreement (Attachment 10). The predetermined general prevailing wage rate publication, as set by the Director of Industrial Relations, may be obtained by contacting Richard Navarro, Labor Compliance Officer, District 08, 464 W. Fourth Street, San Bernardino, CA 92401-1400, Phone (909) 383-5901. Copies may also be obtained via the Internet: <http://www.dir.ca.gov>. The Department of Transportation does not provide the specific craft/classification determination for specific work or services. It is the bidder's responsibility.

7. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **Class A, B or C-10 and C-55** license issued by the California Contractor's State License Board, for the type of work to be performed. **The Contractor or the technician performing the work must possess at least a valid Grade II Water Treatment Plant Operator Certificate issued by the California State Department of Health Services Southern California Branch Drinking Water Field Operations.**

Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish his/her portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

8. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, complete Attachment 5, Subcontracting Provisions/List. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

9. Bonds

- A. If the successful bidder's bid exceeds \$5,000, bidder will be required to provide a payment bond and a performance bond issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The payment bond must be written for 100% of the **total**

amount bid. The performance bond must be written for 50% of **the total amount bid.**

- B. **Bid Bonds Required:** Bidder shall submit a bid bond with bid as described herein. The Bidder's bid bond shall be no less than 10 percent of Bidder's total bid. Submittal of a bid bond that is not in the proper amount or failure to submit a bid bond with bid, may be cause for rejection of bid.

10. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 10 , Exhibit E** for the applicable specific Insurance requirements and coverage limits.

11. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 08A1450

IFB Name: Water Treatment Operations and Testing Services

Firm Name:

Firm Address:

BID SUBMITTAL - DO NOT OPEN

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 9, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.

- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 306** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

12. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

13. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the

specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been.

- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation
Division of Procurement & Contracts, MS 65
Attention: Protest and Dispute's Manager
1727 30th Street
Sacramento, CA 95816
Phone Number: (916) 227-6096
Fax Number: (916) 227-6155

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

14. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b.) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for

administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.

- c.) All performance under the contract shall be completed on or before the termination date of the contract.
- d.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- f.) No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 4 (Bid/Bidder Certification Sheet) and attach a copy of your certification

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 6, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small

businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 6). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BID PROPOSAL**ATTACHMENT 1**

ADM-1412 (REV.06/2002)

CONTRACTOR'S NAME (Please Print):				CONTRACT NO. 08A1450	PAGE 1 OF 1
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
			Brookside Safety Roadside Rest Area		
1	24	Per Month	Service needed twice per week. (12 months x's 2-years) Includes minor repairs 1-hour or less.		
			Whitewater Safety Roadside Rest Area		
2	24	Per Month	Service needed twice per week. (12 months x's 2-years) Includes minor repairs 1-hour or less.		
			Cactus City Safety Roadside Rest Area		
3	24	Per Month	Service needed twice per week. (12 months x's 2-years) Includes minor repairs 1-hour or less.		
			Wiley's Well Safety Roadside Rest Area		
4	24	Per Month	Service needed twice per week. (12 months x's 2-years) Includes minor repairs 1-hour or less.		
5	160	Per Hour	Labor for major repairs. Repairs over 1-hour.		
6	25	Per Hour	Travel time for major repairs.		
7			Materials/Supplies for major repairs. (for budgeting purposes only)		10,000.00

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

**TOTAL THIS
PROPOSAL**

--

ATTACHMENT 2
CONTRACTOR CERTIFICATION CLAUSES

CCC-1005**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

I. CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

Dated: _____ By _____
(person signing for bidder)

ATTACHMENT⁴
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 9
Invitation for Bid 08A1450)

ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC1005). The CCC 1005 can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Noncollusion affidavit for Public Works
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	ADM-1511, Subcontracting Provisions/List
_____ Attachment 6	Small Business Preference Form For Non-Small Business Bidders, ADM-3019
_____ Attachment 7	Bidder's Bond (ADM 2010)
_____ Attachment 8	Payee Data Record (STD 204))
_____ Attachment 9	Attachment Checklist

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

SUBCONTRACTING PROVISIONS/LIST

Form ADM 1511 (REV. 9/06)

ATTACHMENT 5

List all subcontractors that will be used in this Agreement. All subcontractors listed below must be used in accordance with the Agreement. This includes, if applicable, compliance with the subcontracting provisions and any Disabled Veteran Enterprise (DVBE), Small Business, and Micro-Business subcontractors. If none, bidder to write "NONE" in this space.

NAME	BUSINESS ADDRESS	DESCRIPTION OF PORTION OF WORK WHICH WILL BE DONE BY EACH CONTRACTOR*

SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS**ATTACHMENT 5**

ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS		
CONTACT PERSON	BUSINESS PHONE ()		
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER		DATE

IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
B. Certified Small Business Subcontractor/Supplier Name and Address						
TOTAL PARTICIPATION CLAIMED					\$	%

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. **For on-call contracts, the dollar amount represents estimated dollar value claimed.

FOR CALTRANS USE ONLY

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA-DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

ADM-2010 (REV. 9/2006)

We _____

_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____

(Insert place where bids will be opened)

_____ on _____ .
(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety

By _____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____ SS

On this day of _____ in the year 20____ before me, _____ a notary public in and for the county and state aforesaid, personally appeared

Attorney-in-Fact

known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

<div>1</div>	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
<div>2</div>	PAYEE'S LEGAL BUSINESS NAME (Type or Print)								
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)				E-MAIL ADDRESS				
	MAILING ADDRESS			BUSINESS ADDRESS					
	CITY, STATE, ZIP CODE			CITY, STATE, ZIP CODE					
<div>3</div> PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <div><div><input type="checkbox"/> PARTNERSHIP</div><div><input type="checkbox"/> CORPORATION: ESTATE OR TRUST MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) LEGAL (e.g., attorney services) EXEMPT (nonprofit) ALL OTHERS</div></div>								NOTE: Payment will not be processed without an accompanying taxpayer I.D. number
	<div><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <div>(SSN required by authority of California Revenue and Tax Code Section 18646)</div></div>								
<div>4</div> PAYEE RESIDENCY STATUS	<div><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div>No services performed in California. Copy of Franchise Tax Board waiver of State withholding attached.</div></div>								
<div>5</div>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.								
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)					TITLE			
	SIGNATURE			DATE		TELEPHONE ()			
<div>6</div>	Please return completed form to:								
	Department/Office: _____								
	Unit/Section: _____								
	Mailing Address: _____								
	City/State/Zip: _____								
	Telephone: () _____				Fax: () _____				
	E-mail Address: _____								

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (PAGE 2)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov</p> <p>For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

Attachment 10
Sample Standard Agreement

AGREEMENT NUMBER 08A1450
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation

CONTRACTOR'S NAME

TBD

2 The term of this Agreement is: **TBD** through

3. The maximum of this Agreement is: **\$TBD**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	8 pages
Exhibit C* – General Terms and Conditions GTC 306	
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this	3 pages
<input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	6pages
Attachment I Bid Proposal (TBD)	1 page
Attachment 2 Contract Certification Clauses (CCC 1005)	4 pages
Attachment 3 Labor Compliance Offices List	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <http://www.ols.das.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Transportation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ed Walker, Contract Officer

ADDRESS

1727 30th Street, Sacramento, CA 95816

**California Department of General
Services Use Only**

☒ Exempt per: PCC 10107

EXHIBIT A
Standard Agreement
Public Works

SCOPE OF WORK

1. Contractor agrees to provide water treatment operation and testing to the Department of Transportation (Department), as described herein:

Brookside Safety Roadside Rest Area

I-10 Westbound, Post Mile 4.2, (East) of Calimesa

Whitewater Safety Roadside Rest Area

I-10 Eastbound, Post Mile 24.4, Riverside County

Cactus City Safety Roadside Rest Areas

I-10 Eastbound, Post Mile 71.9

I-10 Westbound, Post Mile 72.0, 13-miles East of Coachella

Wiley's Well Safety Roadside Rest Area

I-10 Westbound, Post Mile 134.9, Riverside Count, 15-miles West of Blythe

2. This Agreement shall begin on 2/1/07 (estimated), contingent upon approval by the State, and expire on 01/31/09 (estimated), unless extended by amendment. The services shall be provided Monday through Friday, between 0730 – 1530 except holidays.
3. The project representatives and all inquiries during the term of this Agreement will be directed to:

Department of Transportation	Contractor: (To be announced)
Section/Unit:	Section/Unit:
Contract Manager: (To be announced)	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

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4. Detailed description of work to be performed and duties of all parties:

- A. The Contractor shall maintain the water treatment systems, maintain and repair the chlorinating systems and conduct free chlorine test twice a month at each Safety Roadside Rest Area, in addition to the following:

**Brookside Safety Roadside Rest Area and
Whitewater Safety Roadside Rest Area**

- Service twice a week
- Monitor chlorine metering pump for proper operation
- Check all hoses and fittings
- Test drinking water for free chlorine residual
- Keep equipment clean
- Check chlorine drum for volume, when low reorder chlorine drum with NSF Title 60 chlorine
- Fill out post inspection check sheet
- Notify area supervisor of any equipment failure or emergency at (909) 849-2539.
- Contractor will respond to emergency repairs within three (3) hours after receiving notification by a Caltrans representative
- Contractor will furnish all materials and equipment needed to make repairs to the plumbing and distribution systems

Cactus City Safety Roadside Rest Area

- Service twice a week
- Apply State of California Department of Health Surface Water Treatment rules
- Record water usage from in-line meters, check operation for all equipment, filters, chlorine injection system, monitoring equipment, and general operating conditions
- Replace filters per operation manual
- Make any necessary repairs to the system
- Notify area supervisor of any equipment failure or emergency at (760) 347-3482
- Contractor will respond to emergency repairs within three (3) hours after receiving notification by a Caltrans representative
- Contractor will furnish all materials and equipment needed to make repairs to the plumbing and distribution systems

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Wiley's Well Safety Roadside Rest Area

- Service twice a week
- Monitor chlorine injection pump for proper operation
- Keep equipment clean
- Test drinking water for free chlorine residual
- Notify Supervisor of any equipment failure or emergency at (760) 347-3482
- Contractor will respond to emergency repairs within three (3) hours after receiving notification by a Caltrans representative
- Contractor will furnish all materials and equipment needed to make repairs to the plumbing and distribution systems

5. Work Detail

- A. Contractor shall provide services necessary for the maintenance and repair of the water treatment systems at the above locations. Maintenance and repair shall include all pumps, air compressors, reverse osmosis systems, control panels, and attendant wiring and piping located in the water treatment building.
- B. Contractor shall include all labor, tools, equipment, chemicals, supplies and all filters. Also included is the labor for additional repairs that may be needed that include, but not limited to, pressure pump repairs, air volume control repairs and control panel repairs.
- C. Contractor shall furnish all filters, salt, chlorine, acid and other supplies required in maintaining the systems.
- D. Contractor shall be responsible for inspecting, maintaining, adjusting, testing, and repairing raw and portable water booster pumps, air volume pumps and controls, equipment control panels, chlorine tanks, chlorine metering pumps, metering pumps, depth filters, water softening tanks and controls, in-line pre-filters and tanks and reverse osmosis units.
- E. Contractor shall perform the following services weekly.

1. Booster Pumps

Inspect all booster pumps for proper operation, lubricate, if needed, inspect coupling and pump alignment and perform needed adjustments.

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2. Pressure Tanks

Inspect both raw and potable water pressure tanks, including air volume controls, sight glasses, pressure gages and valves for leaks, corrosion, or other abnormal conditions.

3. Control Panels

Inspect all control panels, operate purge system, if needed and operate all test functions. Ascertain that all control switches and pins are properly positioned to obtain required system function.

4. Piping

Inspect all water piping, valve and tubing inside the treatment building for leaks, corrosion or other abnormal conditions. Replace defective piping.

5. System Inlet Pressure

Check and record system inlet pressure. Inlet pressure should be not less than 60 psi.

6. Pressure Differential Across In-line Pre-filters

Check and record the inlet/outlet pressure of in-line pre-filters. The differential pressure should be approximately 5 psi or less with clean filters. After changing the filters, re-pressurize the system for leaks and repair any leaks.

7. Flow Rates

Check flow rates.

8. Additional Call Out-Service

The Contractor shall provide additional "call out" services on a 7-days per week, 24-hours per day basis. The State recognizes the Contractor's need to schedule work in the order in which it is received. However, undue delay in the completing of State work may be cause for cancellation of the contract. Contractor must respond to the facility within 8-hours after notification by the Contract Manager or his/her designee.

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9. Reports

After each inspection and service, the Contractor shall submit to the Contract Manager or his/her designee a complete written report including the following:

- A. General condition of the unit
- B. Results of all tests and checks listed above
- C. Corrective measures taken and the effectiveness thereof
- D. Any recommendations
- E. Number of filters furnished
- F. Pounds of salt furnished
- G. Gallons of chlorine furnished and the concentration thereof

The reports must be submitted in a timely manner within 30 days. Payment for work performed will not be made if the reports are not received.

All recorded rolls and/or charts shall be submitted to the Contract Manager or his/her designee.

The Contract Manager or his/her designee shall meet quarterly with the Contractor at the reverse osmosis site for a general inspection and review of the reverse osmosis operation and to review records and overall performance of the unit.

The Contractor will be responsible for executing and recording State mandated secondary drinking water tests for non-community, non-transient water systems as outlined in this contract. The State is responsible for complying with the Environmental Protection Agency Primary Groundwater Regulations regarding non-community non-transient water systems as outlined in this contract. The State is responsible for complying with the Environmental Protection Agency Primary Groundwater Regulations regarding non-community non-transient water systems as enforced in the State Drinking Water Act and in California under Drinking Water Compliance monitoring. The Contractor will notify the Contract Manager or his/her designee of any changes in the Federal or State requirements as they occur.

F. General

1. The intent of the contract provisions is to outline procedures, which will insure the continuous and proper operation of the water treatment systems and reverse

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osmosis unit, within the limits specified by the State of California for potable water in accordance with the terms of the contract. Where the contract provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the highest industry standard shall prevail, and that only materials and work of the best quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, chemicals, tools, equipment, filters (except reverse osmosis membranes), incidentals and do all the work involved in executing the contract in a satisfactory manner.

2. Individual's inspecting and servicing the reverse osmosis system, shall be licensed and trained in the service of reverse osmosis systems.
3. No area is available within contract limits for the exclusive use of the Contractor. The Contractor shall arrange with the Contract Manager or his/her designee for area to store equipment and materials within the work area.
4. Due care shall be exercised to avoid damage or breakage to the existing facilities. Any property damaged by the Contractor shall be repaired or replaced at the Contractor's expense.
5. The Contractor shall furnish, and have on hand at each location enough filters, salt, sodium, bisulfate, calcium carbonate and chlorine to maintain the units when the Contractor is not at the Rest Area.
6. Upon completion of the work, the Contractor shall leave the premises in a neat and presentable condition. All spills, smudges, etc. shall be cleaned. All unwanted materials shall be disposed of at an approved dumpsite outside of State property. No debris shall be left overnight.
7. Normal maintenance of water systems may be accomplished at anytime that State forces are at the site. It shall be the Contractor's responsibility to make the necessary arrangements and to schedule the work accordingly.

G. Minor and Major Repairs

1. A minor repair is any repair that requires one hour or less to complete.
2. Payment for minor repairs shall be included in the contract bid price paid for service calls and no additional compensation will be allowed.

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3. A major repair is any repair other than a minor repair and will be paid for as follows:
 - a. Labor: Labor shall be paid at the hourly rate for additional work.
 - b. Materials: Materials shall be paid as outlined in "Materials/Supplies" of the contract provisions.
 - c. Travel time shall be paid for major repairs only. Travel time shall be paid at the prevailing wage hourly rate for additional work, and shall be the actual drive time (subject to approval of the Contract Manager) from a specific Maintenance Station to the specific Roadside Rest and return. Specific start/end locations are as follows:

Banning Maintenance Station to Brookside and Whitewater Safety Roadside Rest Areas.
Indio Maintenance Station to Cactus City Safety Roadside Rest Area Blythe
Maintenance Station to Wiley's Well Safety Roadside Rest Area.
 - d. Any single repair costing in excess of \$500.00 must have the approval of the Contract Manager.

H. Utility

1. The Contractor may obtain electrical power and water from existing State outlets within the contract limits, free of charge, for contract operations where such utilities exist provided that such utilities are in service and are not required by the State for other purposes.
2. The Contractor shall obtain any additional electrical power and water or other utilities required and shall make and maintain the necessary service connections at no expense to the State
3. State sanitary facilities will be available for use by the Contractor's employees. Tools shall not be cleaned nor shall cleaning liquids be disposed of in State sanitary facilities or sewers.

I. Safety

Whenever the Contractor's operations create a hazardous condition, the Contractor shall furnish, erect, and maintain such fences, barricades, light signs, and other

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devices and take such other protective measures as are necessary to prevent accidents, damage or injury at no expense to the State.

J. Miscellaneous

1. The Contractor must sign in/out of the building on forms provided by the State representative for billing purposes. The Contractor shall comply with all security policies of the State.
2. A State representative must be present when any work is being done on the reverse osmosis unit. It shall be the Contractor's responsibility to contact the maintenance supervisor via telephone in order to schedule any work to be done and to ensure that a State representative will be present at the site. Any work done without a State representative will not be paid unless the Contract Manager has given prior authorization.
3. State forces may be working within the project area. The Contractor shall cooperate with State forces, so that any delay or hindrance of the work will be avoided. The State reserves the right to perform additional work at or near the site at anytime by the use of other forces.

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BUDGET DETAIL AND PAYMENT PROVISIONS

A. For **services** satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, **Attachment 1**, and made a part of this Agreement. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.

B. Invoices shall reference this Agreement number and shall be submitted in triplicate to the Contract Manager at the following address:

Department of Transportation
(Program/Division/District) _____
Attn: ____ (To be Announced)_____
(Street/P.O. Box) _____
(City, State, Zip) _____

C. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

D. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

E. Invoices shall include the following:

1. Contract Number
2. Date of Service
3. Location of Service
4. Hours of Labor (Repair)

1. Budget Contingency Clause

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal

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delays that would occur if the Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

2. Cost Limitation

- A. Total amount of this Agreement shall not exceed (TBD).
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the Agreement manager or his/her designee.

3. Inclusive Costs

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

4. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
 - 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations,

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showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a.) The information contained in the payroll record is true and correct.
 - b.) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 2.) The payroll records enumerated under paragraph (1) above shall be certified as correct by the contractor under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Contractor. The contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
- a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
 - c.) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
- 3.) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
- 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor

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awarded the Agreement or performing the Agreement shall not be marked or obliterated.

- 5.) The Contractor shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
 - C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
 - D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
 - E. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

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- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

5. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1.) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
 - 2.) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.

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- 3.) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
- 4.) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

6. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1.) More than \$25,000 for public works construction or,
 - 2.) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.

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- C Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

7. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at:
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department's Regional or District Labor Compliance Office. A list of local Labor Compliance Offices is attached.

8. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

9. Employment of Apprentices

- A. Where either the prime contract or the subcontract exceeds \$30,000, the Contractor and any subcontractors under him or her shall comply with all applicable

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requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

- B. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

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GENERAL TERMS AND CONDITIONS

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SPECIAL TERMS AND CONDITIONS

1. Default

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the contractor may be liable to the State for the difference between the contractor's original bid price and the actual cost of performing the work by the second low bidder or by another contractor.

2. Right To Terminate

- A. The State reserves the right to terminate this Agreement, without cause, subject to a 30-day written notice to the Contractor.
- B. The State may terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- C. In the event that the total Agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this Agreement with a 30-day notice to contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the Contractor, Subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. The contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on Attachment 5, Subcontracting Provisions/List.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.
- D. Any substitution of subcontractors must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute subcontractor.

5. Subcontracting Provisions/List

- A. Attention is directed to Section 8.1.01, "Subcontracting", of the May 2006 Standard Specifications and these special provisions.
- B. The Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these special provisions without the entire item being considered as subcontracted.
- C. The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) requires subcontractors on public works or improvement projects to be listed on the Subcontracting List in the Bid Proposal. The act also prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to any requirement to provide a list of Disadvantaged Business subcontractors after the opening of proposals. Each bidder intending to subcontract a portion of the work shall list on the Subcontracting List:
 - 1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one

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percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- 2) The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.
- D. A sheet for listing subcontractors, as required by the Subletting and Subcontracting Fair Practices Act, is included in the Bid Proposal.

6. Employment of Undocumented Aliens

By signing this contract, the contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

7. Bonds

The Contractor shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

8. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

The State has established no goals for the participation of DVBE for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available for subcontracting.

9. Air or Water Pollution Violation

Under the laws of the State of California, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.
- G. The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

1. Commercial General Liability

Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

2. Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. (Auto Liability coverage is needed only if a vehicle is used in the Scope of Work stated in the Agreement.)

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3. Workers' Compensation/Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required.

4. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000** per occurrence shall be provided.

5. Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than **\$1,000,000** and **\$2,000,000** in the aggregate, shall be provided. Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after completion of its performance under the agreement.

2. Licenses and Permits

- A. The Contractor/Subcontractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Class A, B, or C-10 and C-55 license. The Contractor or the Technician performing the work must possess at least a valid Grade II Water Treatment Plant Operator Certificate issued by the California State Department of Health Services Southern California Branch Drinking Water Field Operations.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is located within the State of California, the Contractor must have a business license from the city/county in which it is headquartered, however, if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office may substitute for a business license. If Contractor is located outside the State of California, Contractor must submit to the *Department of*

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Transportation a copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing in that state.

- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

3. Licensed Contractor Standards for Quality of Work

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
- 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
 - 2) The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
 - 3) Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the contract plans and specifications, all at no further or additional cost to the State.

4. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and

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comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Contract Manager in writing.

5. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

6. Equipment Indemnification

A. The Contractor shall indemnify the state against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

7. Non-Solicitation

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8. Interfacing with Pedestrian Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are

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open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

9. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

10. Notice of Potential Claim

- A. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer/Contract Manager, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer/Contract Manager due written notice of potential claim as hereinafter specified. Compliance with this section 9-1.04 of the May 2006, Standard Specifications, herein after "Standard Specifications," shall not be a prerequisite as to matters within the scope of the protest provisions in Standard Specifications, section 4-1.03, "Changes," or section 8-1.06, "Time of Completion," or the notice provisions in Standard Specifications, section 5-1.116, "Differing Site Conditions," or Standard Specifications, section 8-1.07, "Liquidated Damages," or Standard Specifications, section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to Agreement quantities.
- B. The written notice of potential claim shall be submitted to the Engineer/Contract Manager prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.
- C. The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set

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forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

- D. It is the intention of this Standard Specifications, Section 9-1.04 that differences between the parties arising under and by virtue of the Agreement be brought to the attention of the Engineer/Contract Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.
- E. Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

Attachment 3

District/ Region Labor Compliance Officers

District (s)	Name	Phone #	Mailing Address	E-mail Address	Physical Address
1, 2 & 3	Kimberly Louis <i>North Region</i>	(530) 822-4315	Attn: Labor Compliance Dept. of Transportation P.O. Box 911 Marysville, CA 95901	klouis@dot.ca.gov	379 Colusa Hwy. Yuba City, CA
4	Glenn Streiff	(510) 286-5185	Attn: Labor Compliance P.O. Box 23660 Oakland, CA 94623-0660	gstreiff@dot.ca.gov	111 Grand Avenue, 12th Floor Oakland, CA
5, 6, 9 & 10	Michael Mendoza <i>Central Region</i>	(559) 445-6461	Attn: Labor Compliance P.O. Box 12616 Fresno, CA 93778-2616	michael.mendoza@dot.ca.gov	855 "M" St., Suite200 Fresno, CA
7	Sam Tzou	(213) 897-9240	Attn: Labor Compliance 100 S. Main Street Los Angeles, CA 90012	huey-min.tzou@dot.ca.gov	
8	Richard Navarro	(909) 383-5901	Attn: Labor Compliance 464 W. Fourth St., MS 1104 San Bernardino, CA 92401-1400	richard.navarro@dot.ca.gov	655 West 2nd St. San Bernardino, CA
11	Adela Frambach	(619) 688-6952	Attn: Labor Compliance P.O. Box 85406, MS 72 San Diego, CA 92186-5406	adela.frambach@dot.ca.gov	4050 Taylor Street, MS-222 San Diego, CA
12	Maria Espinoza-Yeppez	(949) 724-2246	Attn: Labor Compliance 3337 Michelson Drive, Suite CN380 Irvine, CA 92612-8894	maria.espinoza-yeppez@dot.ca.gov	